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AGREEMENT

between

TOWNSHIP OF BELLEVILLE

and

POLICEMEN'S BENEVOLENT ASSOCIATION (PBA) LOCAL 28

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

Law Offices of RUDERMAN & GLICKMAN, P.C. 56 Park Place Newark, New Jersey 07102 (201) 624-7755

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PREAMBLE

THIS AGREEMENT, effective January 1, 1994 through December 31, 1996, by and between the TOWNSHIP OF BELLEVILLE (hereafter "the Township"), and the POLICEMEN'S BENEVOLENT ASSOCIATION (PBA) LOCAL 28 (hereafter "the PBA"), is designed to maintain and promote a harmonious relationship between the Township and its employees who are within the bargaining unit defined in Article I hereof in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the PBA as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13a-1, et seq., for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all police officers employed by the Township, excluding the Chief of Police.
- B. Unless otherwise indicated, the terms "police officer," "employee," or "employees," wherever used in this Agreement, refer to all persons represented by the PBA in the above defined bargaining unit.

ARTICLE II

POLICEMEN'S RIGHTS

The Township hereby agrees that every police officer shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental powers under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyment of any rights, privileges or benefits conferred upon police officers by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1, et seq., or other laws of the State of New Jersey or the Constitutions of the State of New Jersey and the United States. The Township further agrees that it shall not discriminate against any police officer with respect to hours, wages, or any terms and conditions of employment by reason of his/her membership in the PBA and its affiliates, collective negotiations with the Township, the institution of any grievance, complaint, or proceedings under this Agreement or otherwise with respect to the terms and conditions of employment.

ARTICLE III

SALARIES

- A. The Township agrees that a fifteen percent (15%) differential shall be maintained between ranks.
- B. For employees hired prior to September 1, 1994, commencing January 1, 1994, salaries shall be increased as follows:

<u>Patrolmen</u>

Commencing the first year of employment \$30,535
Commencing the second year of employment
Commencing the third year of employment \$39,821
Commencing the fourth year of employment \$44,463
<u>Sergeants</u> \$51,133
<u>Lieutenants</u>
<u>Captains</u>
<u>Deputy Chiefs</u>

C. For employees hired prior to September 1, 1994, commencing January 1, 1995, salaries shall be increased as follows:

<u>Patrolmen</u>

Commencing the first year of employment	\$31,	909
Commencing the second year of employmen	nt \$36,	761

	Commencing the third year of employment \$41,613
	Commencing the fourth year of employment \$46,464
	<u>Sergeants</u>
	<u>Lieutenants</u>
	<u>Captains</u>
	<u>Deputy Chiefs</u>
D.	For employees hired prior to September 1, 1994, commencing January 1,
1996, salari	es shall be increased as follows:
	<u>Patrolmen</u>
	Commencing the first year of employment \$33,425
	Commencing the second year of employment \$38,507
	Commencing the third year of employment \$43,590
	Commencing the fourth year of employment \$48,671
	<u>Sergeants</u> \$55,972
	<u>Lieutenants</u>
	<u>Captains</u> \$74,023
	<u>Deputy Chiefs</u>
E.	Employees hired between January 1, 1994 and September 1, 1994 shall have
their salaries	frozen at \$29,361 until 1995 when they will receive 1994 and 1995 raises.
F.	Employees hired after September 1, 1994 shall enjoy the following salary
guide:	

	<u>1994</u>	<u>1995</u>	<u>1996</u>
Academy Step	\$20,000	\$20,000	\$20,000
Commencing 1st Year of Employment after Completion of Academy	\$24,893	\$25,293	\$25,734
Commencing 2nd Year of Employment	\$29,786	\$30,586	\$31,468
Commencing 3rd Year of Employment	\$34,679	\$35,879	\$37,702
Commencing 4th Year of Employment	\$39,572	\$41,172	\$42,936
Commencing 5th Year of Employment	\$44,463	\$46,464	\$48,671

- G. Employees hired before July 1st of any year shall receive their increments on January 1st of each succeeding year. Employees hired on or after July 1st of any year shall receive their increments on July 1st of each succeeding year.
- H. A police officer assigned to the Detective Bureau shall receive \$800 a year as additional compensation.

ARTICLE IV

HOLIDAYS AND PERSONAL DAYS

A. Each police officer shall be paid for the following holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

- B. The fourteen (14) holidays shall be paid at eight (8) hours straight time with this Agreement. Holiday compensation shall be paid in a lump sum for seven (7) days twice a year (last pay day in June and second pay day in December).
- C. Each police officer shall be entitled to three (3) personal leave days annually without loss of pay in addition to any other time off provided for in this Agreement. Requests for personal days shall be submitted in writing to the Chief of Police at least forty-eight (48) hours prior to the day requested. The Township reserves the right to deny requests for personal days if the granting thereof would necessitate the hiring of replacement personnel.
- D. Effective September 1, 1994, all new hires shall enjoy the following personal day schedule:

0 - 1 year	0 Day
Completion of 1st - 2nd years	. 1 Day
Completion of 2nd - 3rd years	. 2 Days
Completion of 3rd - 4th years	. 3 Days

ARTICLE V

CLOTHING ALLOWANCE

Each police officer shall receive an annual clothing allowance of \$725 for the purpose of replacement of worn out articles of his/her designated uniform and for the purpose of maintaining said uniform. The said uniform allowance shall be paid in two (2) equal installments, one-half during the month of July and one-half during the month of December.

ARTICLE VI

SICK LEAVE AND VACATION LEAVE

A.

1. Sick Leave

The Township's policy of granting unlimited sick leave to employees covered by this Agreement shall remain in full force and effect during the term of this Agreement. Notwithstanding this, new employees shall receive fifteen (15) work days sick leave during the first year of employment.

2. Sick Leave Incentive

As an incentive for employees not to abuse sick time, the Township agrees to credit four (4) days to each employee who has not used more than seven (7) days sick leave during such calendar year. This calculation shall be retroactive to the date of hire. Upon severance of service by way of retirement, within the meaning of PFRS excluding deferred retirement, the days so accumulated shall be paid at the rate of pay in existence at the time of retirement, to a maximum of \$15,000.

B. <u>Vacation Leave</u>

1. Each employee shall be entitled to annual vacation leave, depending upon his years of service within the Department, as follows:

Years of Service	Amount of Vacation Time <u>in Working Davs</u>	
•		
1st Year	1 day per month worked	
1st through 5th year	15 working days	
6th through 10th year	16 working days	
More than 10 years	19 working days	
All Superiors	23 working days	

- 2. The above days may be taken at any time during the calendar year provided, however, that manpower requirements may limit the availability of vacation time between May 15 and October 15.
- 3. In addition to the annual leave set forth in sub-paragraph 1 hereof, each employee shall be entitled to five (5) winter vacation days provided, however, that those days may lie between October 15 and May 15 and, provided further, that four (4) of these days must be taken consecutively. Notwithstanding the foregoing, new employees shall receive no winter vacation during the first year of employment.
- 4. Seniority, defined as an employee's continuous, uninterrupted length of service since his/her last date of hire, shall govern the selection of vacation days.
- 5. Vacation scheduling shall be effected in accordance with the practices and procedures which were in effect at the time collective negotiations commenced.
- 6. For purposes of earning and accruing vacation time, an employee hired between January 1 and June 30 of any year shall earn and accrue vacation from January 1; an employee hired between July 1 and December 31 of any year shall earn and accrue vacation time from July 1.

ARTICLE VII

BEREAVEMENT LEAVE

- A. In the event of a death in an employee's immediate family, time off without loss of compensation for up to give (5) consecutive days shall be granted. "Immediate family" shall be defined as follows: mother, father, spouse, child, mother-in-law, father-in-law, sister or brother, grandparent, step-parent, step-sister or step-brother, or other blood relative living in the employee's residence. Bereavement leave shall commence immediately after the death of the relative.
- B. In the event that a death occurs during an employee's vacation, the employee shall receive bereavement leave according to this Article and no vacation days shall be charged during the period of bereavement.

ARTICLE VIII

LONGEVITY

A. All employees of the Police Department covered by this Agreement shall be entitled to and paid longevity pay, computed as follows, and longevity compensation shall be paid to each employee in addition to his/her salary:

Years Completed	% of Base Pay
Upon completion of 5 years	2% of base pay
Upon completion of 10 years	4% of base pay
Upon completion of 15 years	6% of base pay
Upon completion of 20 years	8% of base pay
Upon completion of 24 years	10% of base pay

B. All employees hired after September 1, 1994 shall enjoy the following longevity schedule (first two steps charged):

Completion of 7th - 12th years	 2.0%
Completion of 12th - 15th years	 4.0%
Completion of 15th - 20th years	 6.0%
Completion of 20th - 24th years	 8.0%
Completion of 24th year	 0.0%

C. Longevity payments shall commence on January 1 or July 1 immediately preceding the employee's anniversary date, as indicated above, and shall be paid in equal weekly installments thereafter.

ARTICLE IX

INSURANCE

A. Blue Cross/Blue Shield

- 1. The Township agrees to provide, and pay the premium for, Blue Cross/Blue Shield coverage (the UCR/PACE Plan) including Rider J, and to provide, and pay the premium for, Major Medical coverage for all active and retired police officers and their eligible dependents. Such Medical Coverage Plan may include a \$175 deductible per insured and \$275 per insured family, which shall be the sole responsibility of the covered officer. As in the past, these premiums must be paid for by the Township while an employee is out on disability.
- 2. The Township may select another insurance carrier to provide the appropriate coverage, so long as the benefits are equal to the benefits which are currently provided.

B. <u>Life Insurance</u>

All police officers presently employed by the Township shall be covered by a life insurance policy at a minimum of \$5000. All employees who may hereafter retire shall receive a \$1500 paid up life insurance policy. The Township shall pay the full cost of the premium for said life insurance.

C. Dental Plan

Present dental coverage shall remain in effect for the term of this Agreement.

D. Eve Glass Plan

The Township shall provide each officer with a vision care plan which will provide a maximum \$150 per year benefit for eye examinations and/or corrective lenses. Each officer will be responsible for any costs above the maximum benefit.

E. Prescription Plan

Effective July 1, 1995, the Township will implement a prescription plan with a \$5 co-pay for generic drugs, and a \$10 co-pay for brand name drugs. Prescriptions will no longer be covered under the Major Medical policy. All employees retiring after March 1, 1994 within the meaning of PFRS with at least twenty-five (25) years of service shall be entitled to the retiree prescription plan as specified above effective July 1, 1995.

ARTICLE X

HOURS OF WORK AND OVERTIME

- A. All uniformed tour employees shall work four (4) days on and two (2) days off. That is, they shall work four (4) consecutive days and then be off two (2) consecutive days; they shall work the next four (4) consecutive days and then be off the next two (2) days, etc. Any modification or change in the schedule shall be determined by the Chief of Police after consultation with the PBA.
- B. The hours of duty for police officers shall consist of eight (8) consecutive hours per day, not to exceed forty (40) hours in one week, provided that in case of an emergency the officer or other official in charge or control of the Department shall have full authority to summon and keep on duty any and all such members during the period of emergency.
- C. All officers working the four (4) days on and two (2) days off shift shall give twenty (20) hours of additional time per year, without additional compensation, to be used for training purposes.
- D. Overtime shall be defined as any work in excess of eight (8) hours per day or forty (40) hours per week and shall be paid upon the following basis:
- 1. Hours incidental to and immediately following or preceding a regular tour of duty in excess of eight (8) hours shall be paid at one and one-half (1-1/2) times the regular rate of pay for the time actually worked.

- 2. In the event that a police officer is required by the Township to return to duty during his scheduled time off, he shall receive a minimum four (4) hours of "call-in" pay at his straight-time rate; but should the police officer work beyond three (3) hours, then all work performed on said call-in shall be compensated at time and one-half his/her regular rate of pay.
- 3. Off-duty court appearances, other than Municipal Court, shall be compensated at one and one-half (1-1/2) times the rate of pay for four (4) hours of work or for all hours worked, whichever is greater. Off-duty Municipal Court appearances shall be compensated at one and one-half (1-1/2) times the regular rate for three (3) hours of work or for all hours worked, whichever is greater.
- 4. In the event an officer reports off sick after having worked overtime, his/her payment for the particular day of overtime will be compensated at the regular rate of pay, not the time and one-half rate. The sickness must occur with a seven (7) day cycle to cause reduction to a regular rate of pay.
- 5. Preferences for the distribution of overtime work shall be managed by a Committee selected by the PBA. All overtime distributed shall be reviewed and approved by the Chief of Police.
- 6. During the term of this Agreement, any officer assigned by the Chief of Police or his designee to weekly detective "on-call" duty, which shall consist of remaining available for additional duty time, shall receive payment for four (4) hours straight-time pay per day at the officer's rate as compensation for such "on-call" duty.

ARTICLE XI

UNION SECURITY

- A. The Township agrees to continue to permit the exclusive use by the PBA of existing PBA bulletin boards at Police Headquarters. All bulletins or notices shall be signed by the local PBA President or duly authorized by PBA officers.
- B. A PBA representative shall be permitted to meet and consult with employees for PBA business at reasonable times during working hours without any loss of pay provided, however, that such activity shall not interfere with work duties or work performance as may be determined by the Chief of Police.
- C. The State PBA delegate shall be granted leave from duty with full pay for all membership meetings of the State PBA when such meetings take place at a time when such officer is scheduled to be on duty, provided said delegate gives reasonable notice to the Chief of Police and further provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of an off-duty policeman to bring the Department to its proper effectiveness.
- D. The PBA President shall be granted up to nine (9) days leave with pay each year to attend to PBA business. Such time off shall be subject, however, to the same terms and conditions as apply to the State PBA delegate, as set forth in paragraph C above. The nine (9) PBA days allocated to the President may be delegated by him to members of the Executive Board if necessary.

- E. Time off, without loss of pay, not to exceed five (5) calendar days, shall be granted for attendance at and travel to the Annual PBA Convention provided, however, that the number of delegates attending such Convention shall be limited to five (5) delegates selected by the PBA.
- F. 1. The Township agrees to deduct dues for the PBA from the salaries of the police officers covered by this Agreement. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9e as amended. Said monies, together with records of any corrections, shall be transmitted to the PBA by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- 2. If during the life of this Agreement there shall be a change in the rate of membership dues, the PBA shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the PBA, signed by the President and Secretary/Treasurer of the PBA, advising of such changed deduction.
- 3. The PBA will provide the necessary "Check-off Authorization" forms and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the Police Commissioner. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the Township in reliance upon

salary deduction authorization cards submitted by the PBA to the Township or in reliance upon the official notification on the letterhead of the PBA, signed by the President and Secretary/Treasurer of the PBA, advising of such changed deduction.

4. An employee who is not a member of the PBA shall pay a representation fee in lieu of dues for services rendered by the PBA. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and shall be paid in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the PBA to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable to the salary deductions described above. The PBA agrees to indemnify and save the Township harmless from any damages or expenses which may be incurred by the Township as the result of claims made by an employee relating to this Article and any payroll deduction made hereunder.

(a) <u>Liability</u>

The PBA agrees to indemnify and hold the Township harmless against any liability which may arise by reason of any action taken by the Township in complying with the provisions of this Article, provided that:

- (i) The Township gives the PBA timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (ii) The Township will cooperate fully with the PBA in gathering evidence, securing witnesses, and in all other aspects of said defense.
- (b) Membership Availability and Demand and Return System

 Membership in the PBA is available to all employees on an equal basis and the PBA has established and maintains a demand and return system which complies with the requirements.
- G. Except where expressly modified by this Agreement, the Township agrees that all rights, privileges, benefits and terms and conditions of employment of police officers employed by the Township shall be maintained at no less than the highest standards in effect prior to the commencement of negotiations which resulted in this Agreement.
- H. Six (6) members of the PBA (the President or designee and five (5) members) shall constitute the Negotiating Committee. These members shall be granted leave from duty with full pay for all meetings between the Township and the PBA for the purpose of negotiating the terms of an agreement when such meetings are mutually scheduled at a time during which such members are scheduled to be on duty; provided

that forty-eight (48) hours written notice is given to the Chief of the Department and provided that the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

ARTICLE XII

GRIEVANCE PROCEDURE

- A. A grievance is any complaint arising with respect to wages, hours of work, or other conditions of employment and includes, but is not limited to, any dispute over the interpretation, application, or construction of this Agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereafter set forth shall be followed.
- B. Complaints may be initiated by an individual employee to the Chief of Police or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized PBA representative.
- C. When the PBA wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step One

The President of the PBA or designee shall present and discuss the grievance orally with the Chief of Police or designee. The Chief of Police shall answer the grievance orally within ten (10) days.

Step Two

If the grievance is not resolved at Step One, or if no answer has been received by the PBA within the time set forth in Step One, the PBA shall present the

grievance within ten (10) days in writing to the Township Manager. This presentation shall set forth the position of the PBA and, at the request of either party, discussions may ensue. The Township Manager shall answer the grievance in writing within twenty (20) days after the receipt of the grievance setting forth the position of the Township.

Step Three

If the grievance has not been settled by the parties at Step Two of the grievance procedure, or if no answer in writing by the Township Manager has been received by the PBA within the time provided in Step One, the PBA may demand arbitration of the grievance in accordance with Article XIII hereof.

D. A grievance must be presented within thirty (30) days from the occurrence of the event being protested. The failure to do so shall be deemed as a waiver by the grievant.

ARTICLE XIII

ARBITRATION

Step One

Any grievance or other matter in dispute involving the interpretation or application of the provision of this Agreement not settled by the grievance procedure as herein provided may be referred to an arbitrator as hereafter provided.

Step Two

Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission.

Step Three

The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Step Four

The decision of the Arbitrator shall be final and binding on the PBA and the Township.

Step Five

The cost of the services of the Arbitrator shall be borne equally by the Township and the PBA.

ARTICLE XIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

EXTRA CONTRACT AGREEMENTS

- A. The Township agrees not to enter into any other agreement or contract with the employees covered by this Agreement, unless the PBA agrees to any change in writing.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XVI

NON-DISCRIMINATION

The parties agree that there shall be no discrimination with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin or PBA activities.

ARTICLE XVII

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and the United States including, but without limiting the generality of the foregoing, the following rights:
- 1. The executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.
- 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
- 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- 4. To make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules, shifts, and duties; to decide the number of employees needed at any particular time; and to be in sole charge of the quality and quantity of work required.
- 5. To make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of

the Department after advance notice to the employees and to require compliance by the employees.

- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion therewith shall be limited only by the specific and express terms thereof in conformance with the Laws and Constitutions of the State of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40:1-1, et seq.; N.J.S.A. 40A:1-1, et seq.; N.J.S.A. 11:1-1, et seq., or any other national, state, county or local laws or ordinances.

ARTICLE XVIII

FULLY-BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, except as provided by law, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XIX

TERM OF AGREEMENT

- A. This Agreement shall be effective as of January 1, 1994 and shall remain in full force and effect through December 31, 1996. In the event negotiations continue after December 31, 1996, the terms and conditions of this Agreement shall continue in full force and effect until a substitute agreement is executed.
- B. Negotiations for the 1997 collective bargaining agreement shall commence no later than September 15, 1996. In the event the Township and the PBA fail to reach an agreement, the parties agree to submit all negotiable items to an Arbitrator selected from a panel of arbitrators furnished by the Public Employment Relations Commission in accordance with the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion. The decision of the Arbitrator shall be final and binding on the Township and the PBA. The costs of the services of the Arbitrator shall be borne equally by the Township and the PBA.

IN WITNESS WHEREOF, the parties hereunto have affixed their hands and seals this day of 44.

POLICEMEN'S BENEVOLENT ASSOCIATION

TOWNSHIP OF BELLEVILLE

President

JAMES MESSINA, Mayor

ATTEST:

ATTEST:

Robert Capeca Secretary

MARY LOU HOOD, Clerk